

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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HARTFORD FIRE INSURANCE COMPANY
a/s/o Lycee Francais de New York,

Plaintiff,

-against-

CIVIL ACTION NO.
CV 07-4084 (SHS) (AJP)

MAYRICH CONSTRUCTION CORP., LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES, INC.,
F.J. SCIAME CONSTRUCTION CO., INC., POLSHEK
PARTNERSHIP, LLP AND CANTOR SEINUK GROUP,
INC.,

Defendants.

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**DEFENDANT LANGAN ENGINEERING & ENVIRONMENTAL
SERVICES, INC.'S ANSWER TO CROSS-CLAIMS OF
DEFENDANT CANTOR SEINUK GROUP, INC. WITH CROSS-CLAIM**

Defendant, Langan Engineering & Environmental Services, Inc. ("Langan"), by its attorneys,
Sedgwick, Detert, Moran & Arnold LLP, as and for its Answer to the Cross-Claims of Defendant,
Cantor Seinuk Group, Inc. ("Cantor"), alleges upon information and belief as follows:

**ANSWERING THE CROSS-CLAIM FOR CONTRIBUTION
AND/OR INDEMNIFICATION AGAINST ALL CO-DEFENDANTS**

FIRST: Langan denies the allegations contained in Paragraph 27 to the extent they are
directed against it, otherwise, Langan lacks knowledge and information sufficient to form a belief as
to the truth of the allegations contained in Paragraph 27.

SECOND: Langan makes no response to the allegations contained in Paragraph 28,
which are purely of a legal nature and respectfully refers all questions of law to this Honorable
Court. To the extent that a response is required, Langan denies the allegations contained in

Paragraph 28 to the extent they are directed against it, otherwise, Langan lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28.

**ANSWERING THE CROSS-CLAIM FOR CONTRACTUAL INDEMNIFICATION
AGAINST ALL CO-DEFENDANTS**

THIRD: Langan denies the allegations contained in Paragraph 29 to the extent they are directed against it, otherwise, Langan lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29.

FOURTH: Langan denies the allegations contained in Paragraph 30 to the extent they are directed against it, otherwise, Langan lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30.

**ANSWERING THE CROSS-CLAIM FOR BREACH OF AN INSURANCE
PROCUREMENT OBLIGATION AGAINST ALL CO-DEFENDANTS**

FIFTH: Langan denies the allegations contained in Paragraph 31 to the extent they are directed against it, otherwise, Langan lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31.

SIXTH: Langan denies the allegations contained in Paragraph 32 to the extent they are directed against it, otherwise, Langan lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32.

SEVENTH: Langan denies the allegations contained in Paragraph 33 to the extent they are directed against it, otherwise, Langan lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33.

EIGHTH: Langan denies the allegations contained in Paragraph 34 to the extent they are directed against it, otherwise, Langan lacks knowledge and information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34.

FIRST AFFIRMATIVE DEFENSE

NINTH: Langan hereby incorporates and adopts by reference each and every applicable Affirmative Defense asserted in its Answer to the Complaint of Plaintiff, Hartford Fire Insurance Company a/s/o Lycee Francais de New York.

SECOND AFFIRMATIVE DEFENSE

TENTH: The Cross-Claims fail to state a cause of action upon which relief may be granted.

THIRD AFFIRMATIVE DEFENSE

ELEVENTH: Langan pleads the failure to join necessary parties, and the intervening negligence and intervening causation of persons not a party to this action as a partial or complete bar to all causes of action asserted in the Cross-Claims.

FOURTH AFFIRMATIVE DEFENSE

TWELFTH: Langan will rely upon any and all other further defenses that become available or appear during discovery proceedings in this action and Langan hereby specifically reserve the right to amend its Answer to the Cross-Claims for the purposes of asserting any such additional affirmative defense.

**AS AND FOR A CROSS-CLAIM FOR CONTRIBUTION
AND/OR INDEMNIFICATION AGAINST DEFENDANT
CANTOR SEINUK GROUP, INC.**

THIRTEENTH: If Plaintiff sustained damages in the manner alleged in the Complaint, all of which is denied by Langan, such damages were caused in whole or in part by reason of the negligence and/or culpable conduct by Cantor and/or other parties, and not as a result of any negligence or culpable conduct on the part of Langan.

FOURTEENTH: By reason of the foregoing, Langan is entitled to indemnification and/or contribution from, and to have judgment over and against, Cantor, for all or part of any verdict or judgment that Plaintiff may recover against Langan, including any and all attorneys' fees, costs and disbursements incurred by Langan.


WHEREFORE, the Defendant, Langan Engineering & Environmental Services, Inc., hereby demands judgment dismissing the cross-claims of Defendant, Cantor Seinuk Group, Inc., or in the event Plaintiff recovers a judgment against Langan, then Langan demands judgment over against Cantor, together with attorneys' fees, costs and disbursements of this action and such other and further relief as the Court deems just and proper.

Dated: New York, New York
August 2, 2007

Yours, etc.,

SEDGWICK, DETERT, MORAN & ARNOLD LLP

By: _____


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AFFIDAVIT OF SERVICE

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

Janezza Febrero, being duly sworn, deposes and says: that deponent is not a party to the action, is over 18 years of age and resides in the State of New York, Nassau County.

That on the 2nd day of August, 2007, deponent served the within **DEFENDANT LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC.'S ANSWER TO CROSS-CLAIMS OF DEFENDANT CANTOR SEINUK GROUP, INC. WITH CROSS-CLAIM** upon:

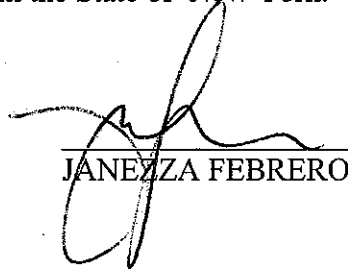
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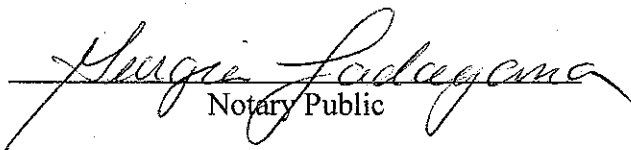
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Construction Corp. and
F.J. Sciamme Construction Co., Inc.
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at the address(es) designated by said attorney(s) for the purpose of forwarding a true copy of same via United States Post Office within the State of New York.



JANEZZA FEBRERO

Sworn to before me, this
2nd day of August, 2007



Notary Public

GEORGIA LADAGANA
Notary Public, State of New York
No. 01LA6093421
Qualified in Richmond County
Commission Expires June 2, 2011 //